

CONDITIONS OF HIRE AGREEMENT HIRERS RESPONSIBILITIES

For the purposes of these conditions, the term Hirer shall mean an individual hirer or, where the Hirer is an organisation or group, the authorised representative. The Hirer must be over 18 years of age.

Supervision

The Hirer is considered to be the Event Manager and will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight, and the behaviour of all persons using the premises whatever their capacity: including proper supervision of car parking and young persons under 18 years. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

The Hirer shall not sub-hire or use the premises or allow the premises to be used for adult entertainment of a sexual nature, or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.

Use of Premises

- The Hirer shall not use the premises for any purpose other than that advised at the time of booking.
- Standard operating hours are 8.00 to 2 a.m., although all music must cease at 12 midnight.
- The capacity, 200 persons standing in the main hall (110 seated) must not be exceeded.
- The use of bubble/smoke machines with discos is strictly forbidden.
- No pins or nails are to be used to attach decorations to the walls, windows etc. If necessary, please use "Blu Tack" and remove it before leaving the premises.
- A Hearing Loop and PA system are available for us and must be booked ahead of the event. These are delicate, please ask for instructions on how to use.

Cancellation

- If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to arrange a replacement booking, the question of the payment of the hiring fee shall be at the discretion of the Memorial Hall Committee.
- The Memorial Hall Management Committee reserves the right to refuse or cancel a hiring a booking at any time without notice, prior to or during the booking event. However such cancellation must be in writing and should only be done on the following grounds:-
 - (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
 - (b) the Memorial Hall Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

Licenses

The Hirer will be responsible for obtaining any licences that are needed and for the observance of the same, and will provide evidence of such licence to the Booking Secretary before the event. The Hall is licensed for music and dancing until 12 midnight only.

Smoking and Alcohol

The sale of alcohol in any form is not permitted unless a Temporary Event Notice has been obtained from South Somerset District Council, and a copy of the licence must be given to the Booking Secretary before the event. Alcohol is permitted for private events where not sold. **Smoking is strictly forbidden in the Memorial Hall, as are e-cigarettes or their equivalent**

Animals

The Hirer shall ensure that no animals (including birds) are brought into the premises except (1) assistance dogs or (2) animals that are under control and used for demonstration/education. No animals whatsoever are to enter the kitchen area at any time.

Heating

The Hirer shall ensure that **no unauthorized heating appliances** shall be used on the premises. The thermostat in the Hall must always be turned down to 10 degrees on vacating the Hall.

Security and vacating the Hall at the end of a hire

The Hirer must ensure that the all parts of the Hall are left clean and all water heaters and lights turned off, including those in the 4 toilets. All doors and windows must be secure and shut on leaving. Keyholders will be required to activate the alarm system. The Hirer must complete the Exit checklist on the noticeboard in the Hall Foyer. All rubbish must be removed from the building and placed by the waste bin near the layby.

Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Hall's health and safety policy.

The Hirer should acquaint themselves with :-

- **the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall**
- the location and use of fire equipment
- escape routes and the need to keep them clear and immediately available for instant free public exit
- method of operation of escape door fastenings
- the Hirer is responsible for fire safety during the course of the hire.
- **under no circumstances are lit candles, naked flames or fireworks allowed in the Hall**

Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner.

Health and Hygiene

- The Hirer shall, if preparing, serving or selling food, ensure all relevant food health and hygiene legislation and regulations are adhered to.
- The Hirer shall familiarise themselves with the location of the First Aid Kit.
- Kitchen facilities including cookers, sinks and worktops must be cleaned after use.

Indemnity and Insurance

- The Hirer is responsible for, and shall reimburse the Memorial Hall for the cost of any repair or damage done to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring. **A deposit may be chargeable at the Hall's discretion.**
- Any crockery breakages must be reported to the Booking Secretary and will be charged at £1 per item.
- The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against them (or the organisation if acting as a representative) whilst using the Premises. (The Memorial Hall is insured against any claims arising out of its own negligence).

Children Act – Safeguarding Children

- The Hirer shall ensure that any activities for children comply with relevant legislations and that only fit and proper persons have access to the children.
- With the exception of private parties, where events are organised for children, the Hirer will have a valid certificate from the Disclosure and Barring Service and the Hirer takes full responsibility for any other persons they engage to look after children.
- There shall be a minimum of three competent persons over 18 years of age to supervise all children's events. Children are not allowed in the Hall unaccompanied.
- Where the event is predominantly for children under the age of 16 years there shall be additional adult supervision in line with regulations.